

# Exhibit A

## **ARBITRATION AGREEMENT FOR ASSOCIATES**

The following agreement outlines the arbitration program maintained by Compass Group USA, Inc. and its companies, subsidiaries, sectors, affiliates and divisions ("Compass Related Entities"). This agreement covers any claim that arises out of or relates to the undersigned's employment with any of the Compass Related Entities unless specifically excluded below.

I and the Compass Related Entities agree to utilize binding individual arbitration as the sole and exclusive means to resolve all disputes that may arise out of or be related in any way to my employment, including but not limited to the termination of my employment and my compensation. I and the Compass Related Entities each specifically waive and relinquish our respective rights to bring a claim against the other in a court of law. Both I and the Compass Related Entities agree that any claim, dispute, and/or controversy that I may have against the Compass Related Entities (or their owners, parents, subsidiaries, affiliated entities, directors, officers, managers, employees, or agents), or that the Compass Related Entities may have against me, shall be submitted to and determined exclusively by binding arbitration under the Federal Arbitration Act ("FAA") because my employer's business involves interstate commerce.

Included within the scope of this Agreement are all disputes, whether based on tort, contract, statute (including, but not limited to, any claims of discrimination, harassment and/or retaliation, whether they be based on the Title VII of the Civil Rights Act of 1964, as amended, or any other state or federal law or regulation), equitable law, or otherwise. The only exceptions to binding arbitration shall be for claims arising under the National Labor Relations Act which are brought before the National Labor Relations Board, claims for medical and disability benefits under state workers' compensation laws, claims for unemployment insurance, or other claims that are not subject to arbitration under current law. I and the Compass Related Entities acknowledge that by signing or refusing to sign this Agreement, I make no representation or demonstration of support or rejection of concerted activity. However, nothing herein shall prevent me from filing and pursuing proceedings before the United States Equal Employment Opportunity Commission or similar state governmental agency that enforces state fair employment laws (although if I choose to pursue a claim following the exhaustion of such administrative remedies, that claim would be subject to the provisions of this Agreement). By this binding arbitration provision, I acknowledge and agree that both the Compass Related Entities and I give up our respective rights to trial by jury of any claim I or the Compass Related Entities may have against the other.

All claims brought under this binding arbitration Agreement shall be brought in the individual capacity of myself or the Compass Related Entities. This binding arbitration Agreement shall not be construed to allow or permit the consolidation or joinder of other claims or controversies involving any other employees or parties, or permit such claims or controversies to proceed as a class action or collective action. No arbitrator shall have the authority under this agreement to order any such class or collective action. By signing this agreement, I am agreeing to waive any substantive or procedural rights that I may have to bring an action as a class or collective action. Due to the nature of this waiver, the Company has provided me with the ability to choose to opt out of the class action waiver in this paragraph. I understand I may elect to opt out of the class action waiver and retain any right I may have to bring an action in court and bring an action on a class or collective basis by sending written correspondence, via certified mail to: Office of General Counsel, 2400 Yorkmont Road,

Charlotte, NC 28217 clearly and unambiguously indicating that I opt out of the class action waiver contained within this Agreement. Correspondence must be received within thirty days of execution of this Agreement and, if not, the parties agree that the class action waiver is binding. I understand that I will be reimbursed for costs associated with the postage. Requests for reimbursement for such costs shall be made to the Human Resources Department by providing a receipt demonstrating costs incurred with the mailing.

In addition to any other requirements imposed by law, the arbitrator selected shall be a retired federal judge or judge of the state court of general jurisdiction, or an otherwise qualified individual to whom the parties mutually agree. The arbitrator shall follow and observe the Federal Rules of Civil Procedure and the Federal Rules of Evidence, and all rules of pleading (including the right to file a Motion to Dismiss), all rules of evidence, all rights to resolution of the dispute by means of motions for summary judgment, judgment on the pleadings, and directed judgment or non-suit shall apply and be observed. Discovery shall be permitted pursuant to the Federal Rules of Civil Procedure or as the arbitrator otherwise deems necessary. The arbitrator shall have the immunity of a judicial officer from civil liability when acting in the capacity of an arbitrator, which immunity supplements any other existing immunity. As reasonably required to allow full use and benefit of this agreement, the arbitrator shall extend the times set for the giving of notices and setting of hearings. Awards shall include the arbitrator's written reasoned opinion. Resolution of all disputes shall be based solely upon the law governing the claims and defenses pleaded, and the arbitrator may not invoke any basis (including but not limited to, notions of "just cause") other than such controlling law.

This is the entire agreement between myself and the Compass Related Entities regarding dispute resolution. This agreement supersedes any and all prior agreements regarding these issues. Oral representations or agreements made before or after my execution of this Agreement do not alter this Agreement. If any term, provision or portion of this Agreement is determined to be void or unenforceable it shall be severed and the remainder of this Agreement shall be fully enforceable.

**MY SIGNATURE BELOW ATTESTS TO THE FACT THAT  
I HAVE READ, UNDERSTAND, AND AGREE TO BE  
LEGALLY BOUND TO ALL OF THE ABOVE TERMS. I  
ACKNOWLEDGE THAT I HAVE ALSO RECEIVED A  
SIGNED COPY OF THIS AGREEMENT FOR MY  
RECORDS. I FURTHER UNDERSTAND THAT THIS  
AGREEMENT REQUIRES ME TO ARBITRATE ANY AND  
ALL DISPUTES THAT ARISE OUT OF MY  
EMPLOYMENT. DO NOT SIGN UNTIL YOU HAVE READ  
THE ABOVE AGREEMENT.**

**Prince Davis**

Print Full Name

 Digitally signed by: Prince Davis - on 12/06/2018

Signature

**12/06/2018**

Date